

REMARKS

The Examiner, in the Official Action, has rejected claims 1, 8, 11 and 13 over Ricoh in view of Cameraworld and Safai et al. (US Patent 6,167,469).

Independent claim 1, upon which claims 8, 11 and 13 depend at least ultimately, is directed to a method of providing photographic products and/or services. In particular, the method includes selecting a camera among a selection of cameras; selecting a photographic product and/or product service plan from a menu of products and photographic products and/or service plans; associating the selected camera to selected photographic product and/or service plan and creating a photographic product service plan account indicative thereof; and entering the product or service plan account into a computer database to maintain a record of photographic product or services to be provided with respect to images captured by the selected camera in accordance with the photographic product and/or photographic service plan for a predetermined period of time. Claim 1 further includes the automatically accessing the computer database when images are received from the selected camera and providing associated product or service.

As can be seen, the invention requires the selection of a photographic service plan. In this case, a plan such as described on page 38, lines 21 through page 39, line 31, the product or service plan is associated with a particular camera. Thus, the plan is not associated with images from a particular user but from a particular device. As described in the specification, a plan is something that determines what products or services that are to be provided in the future with respect to a specific camera. Thus, a plan is something that is determined in advance of actually receiving or capturing the images. This is in contrast to the mere selection and ordering of goods or services on a database or in a store. The product service plan of the claimed invention is directed to providing goods or services with regard to actions to occur in the future, i.e. the supplying of images through the service provider from a particular camera. It is respectfully submitted that the prior art fails to teach or suggest the claimed invention. In particular, the Ricoh reference is directed to associating a software product with a camera. The software product is used by the user to access a service provider. A software product is not a product or service plan. There is no teaching or suggestion of associating an image capture device, i.e. a camera, with

a particular service plan as taught and claimed by Applicant. The software sold with the camera is merely used by the purchaser to access an internet web site whereby images may be stored, shared, etc. Any goods or services that are to be provided by the web service is selected by the user and is not based or correlated with regard to designated image capture device as claimed by Applicant. There is no teaching or suggestion in Ricoh of providing a database having an account which will automatically provide image products or services when images are received from a particular designated camera. Accordingly, it is respectfully submitted that the Ricoh reference fails to teach or suggest the invention as set forth in independent claim 1.

The Examiner in "Response to Arguments" argues that Ricoh discloses setting up an account in exchange for purchasing of a camera. Applicant respectfully submits that the software provided simply allows access to a web site where the user can do certain acts. This is not a plan or an account associated with a designated camera. Typically such web site allows sharing etc. irrespective as to the source of the image, camera, computer, etc. There is nothing to indicate that services or goods are tied to a particular camera.

With regard to the Club Photo reference, it is respectfully submitted that this reference does not add anything which would render Applicant's independent claim 1 obvious. The Examiner is correct in that Club Photo offers the ability of the user of the camera to share pictures, however, there is no teaching or suggestion of providing a menu of photographic products or service plans and entering such into an account that would automatically provide goods or services upon receiving images from a selected designated camera. The software provided by Club Photo is dependent of the camera. There is no association of a plan with a particular camera as taught and claimed by Applicant. As noted in the cited Club web page, membership is "free" and is clearly not tied to purchase of any camera. The web site generates revenue through the sale of image products. No where is it disclosed that the membership is tied to purchase of a camera. What is stored in the database are the images provided by its members.

The present invention is designed to automatically provide goods or services in accordance with a plan upon receipt of images from a particular identified camera. Applicant respectfully submits that this is not taught by either

Ricoh or the Club Photo plan. While Club Photo may offer different memberships these just merely allow the user of the web site to select different services or products, however, these are not camera specific plans as taught and claimed by Applicant.

The Cameraworld reference cited by the Examiner merely illustrates the ability of purchasing various different cameras on-line. However, the present invention is not directed solely to the purchasing of a camera, but the ability of purchasing a camera among a selection of cameras and selecting a photo service plan from a menu of photographic products and service plans and entering this into a database and when images are received from the designated camera, the automatic providing of goods or services. Clearly the prior art fail to teach this. The Ricoh and Cameraworld references fail to teach or suggest the invention as taught and claimed by Applicant.

The Examiner has cited U.S. Patent 6,167,469 for the proposition of illustrating the automatically forwarding of images from a camera to a remote server. However, there is no teaching or suggestion of associating a particular service plan with a selected camera where upon there is the automatically accessing of a computer database when images are received from the selected camera and providing the associated photographic product or service plan. The '469 reference, while teaching the distribution of images from a digital camera, does not teach or suggest the distribution based on association with a particular designated camera. Quite the contrary, as set forth at column 15, lines 29-30, a user name and password is required. Thus, this is a clear indication that Safai et al. is not camera specific but is user specific requiring a unique user name and password. This is in contrast to the present invention where the service plan is tied to providing goods or services captured by a particular camera. There is no teaching or suggestion in the Safai reference to tie a product or service plan to a particular camera as taught and claimed by Applicant. Accordingly, it is respectfully submitted that claim 1, as currently set forth, is patentably distinct over the cited references.

The Examiner, in the final rejection, has rejected claims 14, 15, 24 and 36 under 35 USC § 103(a) as being unpatentable over Ricoh in view of Cameraworld.

With regard to claim 14, this claim is dependent upon independent claim 1 and is therefore patentably distinct at least for the same reasons previously discussed with regard to independent claim 1.

With regard to claims 15, 24 and 36, these are additional independent claims directed to a method, system for providing photographic products or services. Each of these claims includes the limitation of selecting a product and/or service plan that is to be associated with a particular camera for a predetermined time and maintaining an account on a database with respect to the selected products or services associated with the selected camera. Here again these claims are patentably distinct for the same reasons discussed with regard to independent claim 1. Neither Ricoh or Cameraworld teach or suggest the selecting of a service plan and associating that with a particular designated camera and maintaining an account on a computer database for the selected product and associated selected camera wherein the database is accessed for determining the photographic products or services to be provided with regard to images captured by the selected camera. In this regard the Examiner has cited Club Photo to serve as extrinsic evidence that Ricoh relied on the claims selecting from a menu of photographic products or service plan. Applicant respectfully submits that the references must provide the teaching, suggestion or motivation. The argument that the Club Photo web page serves extrinsic evidence that the Ricoh relied on the claim selecting from a menu of photographic products cannot be supported as there is no teaching or suggestion in the reference to do so. As set forth in MPEP 706.02(j) "there must be some suggestion or motivation, either in the references themselves or the knowledge generally available to one of ordinary skill in the art, to modify the reference or to combine reference teachings ... The initial burden is on the examiner to provide some suggestion of the desirability of doing what the inventor has done". The mere fact that Club Photo illustrates a page where various cameras may be purchased does not provide the teaching, suggestion of modifying the references by the mere fact of their existence.

Furthermore, as previously discussed, even if the references were combined they fail to teach the claimed invention as set forth.

The Examiner has also rejected claims 2 and 3 under 35 USC § 103(a) as being unpatentable over Frink in view of Promo and Safai et al. for the reasons set forth therein. In this regard, claims 2 and 3 are dependent claims that

depend at least ultimately upon independent claim 1 and therefore are patentably distinct for the same reasons previously discussed. The additional cited references fail to teach or suggest the invention as set forth in independent claim 1 for the reasons previously discussed. There is nothing in the Frink, Promo or Safai references that would render the invention, as set forth in claim 1, obvious. Frink merely teaches providing photographic products or services. There is no association of the photographic service plan and/or camera as taught and claimed by Applicant. Frink is directed to a short term rental. As such there is no teaching, suggestion or reason why there would be providing a database for storing of goods and/or services to be provided as taught and claimed by Applicant, nor for accessing the database as taught and claimed by Applicant. The Frink reference is directed simply to the providing of cameras and rental equipment. The service of daily E-6 processing is simply the developing of film. Typically when film is developed this is when the customer typically identifies the particular goods or services to be provided. There is no teaching or suggestion setting up an account on a computer database or providing of goods and/or services with respect to images captured by a camera. The fact that these rentals are for short time period rentals, teach away from doing so. Further, there is no indication that this is different than any other type of situation where a user simply orders goods and/or services at the time of supplying exposed film. The promotion of Frink is directed to enticing people to use the rental services. It does not teach or suggest providing of service plans and/or product plans with respect to images captured by a particular camera as taught and claimed by Applicant, nor does it teach providing of information on a database for later accessing for providing the appropriate goods or services. Quite the contrary, Frink is directed to nothing more than short term rentals of cameras whereby customers order goods or services at some later point in time that is to be provided.

The Promo article cited by the Examiner simply is directed to a promotion for purchasing an Olympus camera and receiving free film developing. There is no teaching or suggestion of selecting, by a customer, various products or services from a menu of service plans, nor the providing of selected products or services or service plan on a database and providing such goods and/or services with respect to images obtained from a particular camera device on behalf of a particular customer as taught and claimed by Applicant.

With regard to the Safai reference, Applicant respectfully refers to the discussion with regard to independent claim 1 which is shown to be of little relevance to the present invention. Dependent claims 2 and 3 are simply directed to specific operations of the plan, for example, and in claim 2 that the service plan is for a predetermined period of time at a predetermined fee and for providing film development whereas claim 3 further includes the additional limitation of providing a selected amount of photographic prints.

The Examiner has also rejected claims 18 and 19 under 35 USC § 103(a) as being unpatentable over Frink, in view of Promo. Independent claim 18 is directed to a method of providing photographic products and/or services which includes the limitation of selecting a photographic product or service plan from a menu of plans that is associated with a camera for a particular time period. Independent claim 18 also includes maintaining a record of photographic products or services on a computer database and accessing the computer database for determining said photographic product or services to be provided with respect to images captured by the selected camera. It is respectfully submitted that claim 18 is patentably distinct for the reasons previously discussed above with regard to independent claim 1 and the discussion with regard to dependent claim 2. Claim 19 is dependent upon independent claim 18 and is therefore patentably distinct for the same reasons.

The Examiner has also rejected claims 4-8 under 35 USC § 103(a) as being unpatentable over Frink in view of Promo and Film Processors and Safai et al. for the reasons set forth therein. These claims are all dependent claims depending at least ultimately upon independent claim 1 and therefore are patentably distinct for the same reasons previously discussed.

Claims 9, 10 and 12 have also been rejected under 35 USC § 103(a) over Ricoh in view of Cameraworld and Safai et al. for the reasons set forth therein. Here again these claims are dependent upon independent claim 1 and therefore are patentably distinct for the same reasons previously discussed. The additional references not cited against independent claim 1 do not add anything which would render independent claim 1 obvious.

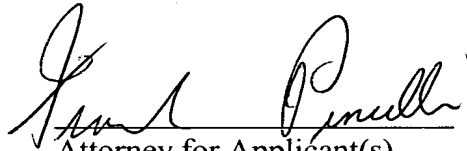
The Examiner rejected claims 16, 25-27 and 33-35 under 35 USC § 103(a) as being unpatentable over Ricoh in view of Cameraworld. These are all dependent claims which depend upon independent claims previously discussed. It

is respectfully submitted that these claims are patentably distinct for the same reasons discussed with regard to the independent claims upon which they depend.

The Examiner has also rejected dependent claims 28-32 under 35 USC § 103(a) as being unpatentable over Ricoh in view of Cameraworld for the reasons set forth therein. Here again, these are dependent claims and are patentably distinct for the same reasons previously discussed with regard to the independent claims upon which they depend at least ultimately.

In view of the foregoing it is respectfully submitted that the claims in their present form are in condition for allowance and such action is respectfully requested.

Respectfully submitted,

A handwritten signature in dark ink, appearing to read 'Frank Pincelli', is written over a horizontal line.

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